

**MUNICIPAL SOLID WASTE (MSW) COLLECTION AND DISPOSAL  
SERVICES CONTRACT**

**between**

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

**And**

**WASTE MANAGEMENT OF VIRGINIA, INCORPORATED**

**WHEREAS**, the Central Virginia Waste Management Authority (hereinafter "CVWMA") issued a Request for Proposals (RFP 22-02) pursuant to §2.2-4302.2 of the Virginia Public Procurement Act on July 15, 2021, for Municipal Solid Waste ("MSW") Collection and Disposal Services to be effective on or about July 1, 2022, and

**WHEREAS**, Waste Management of Virginia, Incorporated (hereinafter "Contractor") among others, submitted a proposal in response to the RFP; and

**WHEREAS**, the CVWMA and the Contractor have engaged in negotiations regarding the provision of MSW Collection and Disposal Services; and

**WHEREAS**, the CVWMA Board of Directors on November 19, 2021 has, by Resolution 22-05, authorized the Executive Director to execute the necessary contract with Contractor to perform the services as identified in the RFP; and

**WHEREAS**, the CVWMA and the Contractor do mutually desire to enter into a Contract for Contractor to perform MSW Collection and Disposal Services as specified hereinafter,

**NOW THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the CVWMA and the Contractor do hereby agree as follows:

**SECTION 1. DEFINITIONS**

For the purpose of this Contract, (as defined below), the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Alley* – refers to passageway between or behind ERU's.
2. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
3. *Bags* - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.
4. *Bulky Waste* - A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container due to size. Bagged leaves and/or grass clippings are considered Bulky Waste. If other Bulky Waste is placed at the curb, the bagged leaves/grass clippings are included in the calculation of the maximum amount of waste to be collected. Bundled yard waste/brush shall be included in the calculation of the maximum amount of waste also.

5. *Bundle* - Yard Waste and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or sixty-five (65) lbs. in weight.
6. *Cart* - A receptacle with an approximate capacity of 95 gallons, having a hinged, tight fitting lid, made of a minimum of 25 percent post-consumer recycled plastic and/or climate positive material, with wheels, a lid and bar necessary for tipping, provided to each ERU for MSW Collection.
7. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
8. *Containers* - (a) Reusable Containers – Carts provided by Contractor or CVWMA. Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags.
9. *Contract* – shall mean this written document and all amendments hereto made pursuant to Section 25 of the Contract between the CVWMA and the Contractor.
10. *Contractor* - shall mean Waste Management of Virginia, Incorporated.
11. *Curbside* – refers to the area adjacent to paved or traveled roadways.
12. *Customer Service Application* – Web-based system that contains a database of ERUs and service needs for each ERUs in real time. Access will be granted to Contractor to provide real time service.
13. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
14. *Equivalent Residential Unit (ERU)* – – A Residential Unit, a hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the Participating Locality as equivalent to a Residential Unit for the purpose of MSW collection pursuant to this Contract.
15. *Front-End Load Container (FEL)* – container with a capacity of approximately 2, 4, 6, or 8 cubic yards with openings for use for collection of Refuse with access from the top and/or side, serviced by an FEL truck.
16. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this Contract impossible. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
17. *Garbage*- readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.

18. *Hazardous Waste* – Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
19. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
20. *Litter* - All waste material, disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
21. *Litter Baskets* - containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter. Bags for the baskets are to be provided by the Contractor.
22. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
23. *Monthly Service Fee*- The amount charged by the Contractor to CVWMA per month for collection and disposal of MSW from a Residential or Equivalent Residential Unit, outlined in Section 5
24. *Municipal Solid Waste (MSW)* - Household Waste, Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
25. *Old Towne Area* - shall mean that section of the City of Petersburg bound on the west by Market St, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.
26. *Participating Local Jurisdictions or Participating Localities* - shall mean those Member Jurisdictions that execute the Special Project Service Agreement for Municipal Solid Waste Collection and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
27. *Refuse* – shall mean all solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean-up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10 and shall not include Hazardous Waste as defined herein.
28. *Refuse Collection Vehicles* – trucks designed to collect and contain MSW collected from the curb or alley of ERUs.
29. *Residential Unit* – a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating and other daily activities.
30. *Roll-off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of MSW to be transported by a special Roll-Off Truck/trailer or hook lift truck.
31. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste to be collected on the regularly scheduled collection day as the Container(s). The limits of *Routine Bulky Waste* generally should not exceed the quantity of material that could safely be placed in and transported by a full-size pick-up truck.

32. *Rubbish* – Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
33. *Service Area* – shall mean that geographic area in which Municipal Solid Waste Collection and Disposal Services pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
34. *Special Bulky Waste Collection* - The collection of an amount of Bulky Waste that exceeds the quantity of material defined as *Routine Bulky Waste*.
35. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and each Participating Local Jurisdiction specifying the terms and conditions under which the jurisdiction will participate in the program outlined in this Contract.
36. *Trash* – Combustible and noncombustible discarded materials and is used interchangeably with the term Rubbish, Garbage, and Refuse.
37. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or a Saturday in the event of a holiday week.
38. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

## **SECTION 2. TERM OF CONTRACT**

- 2.1 Initial Term: the initial term of the Contract will be for a Seven (7) year period beginning on or about July 1, 2022 and ending on June 30, 2029 for the City of Colonial Heights. The initial term of the Contract for the Cities of Hopewell and Petersburg and the Town of Ashland will begin on or before July 1, 2024 and end on June 30, 2029 (the “Initial Term”). However, amendments consistent with the intent and scope of services outlined in this Contract and the RFP may be made pursuant to Section 25 of the Contract.
- 2.2 The parties agree that by their mutual consent, each expressed in writing and received at least one hundred eighty (180) days before the termination of the Initial Term ending June 30, 2029, that the Contract may be extended for one additional period of five (5) years upon the same terms and conditions as set forth herein (the “Extension Term”). However, during the renewal process the terms of this Contract or fees may be modified to effectuate the intent and scope of services outlined herein.

## **SECTION 3. SCOPE OF CONTRACT**

The CVWMA covenants that during the Initial Term and any Extension Term, neither the CVWMA nor the Participating Local Jurisdictions shall engage other individuals or entities or operate themselves a program for the collection and/or disposal of MSW within their respective jurisdiction. The CVWMA shall not become involved in activities that would impair the exclusive right of the Contractor under this Contract to collect MSW from and/or dispose of MSW collected from the Participating Local Jurisdictions except to the extent limited herein.

Contractor agrees to provide MSW Collection and Disposal Services within the service area set forth in this Contract exclusively for CVWMA during the Initial Term and any Extension Term. It is explicitly understood that the CVWMA and the Participating Local Jurisdictions are free to



enter into contracts for any other type of solid waste collection, recycling or disposal service within the Service Area set forth in this Contract.

## **SECTION 4. SCOPE OF SERVICES**

Contractor shall provide for the collection and disposal of MSW as defined herein.

### **4.1 MSW Residential Collection**

- 4.1.1** General – Contractor shall provide for the collection of MSW from each ERU specified by CVWMA weekly and deliver the MSW to a properly permitted Disposal Site identified by the Contractor.
- 4.1.2** Service Area – MSW collection shall be provided by the Contractor to all specified ERUs within the Cities of Colonial Heights, Hopewell and Petersburg and the Town of Ashland. MSW collection shall begin in the City of Colonial Heights on or about July 1, 2022 and shall begin in the Cities of Hopewell and Petersburg and the Town of Ashland on or before July 1, 2024.
- 4.1.3** Frequency – Contractor shall provide weekly MSW collection to specified ERUs on a regularly scheduled route basis.
- 4.1.4** Manner of Collection – Contractor shall perform MSW collection to ensure that it creates a minimum of disruption to the neighborhoods where it provides these services. All MSW and Routine Bulky Waste placed on the curb or alley adjacent to a specified ERU shall be collected. The Contractor shall take measures to ensure that it leaves no obstruction to public right of ways, driveways or mailboxes when it concludes services at each ERU.

It is the resident's responsibility to see that Carts, Containers, Bags, and/or Bundles are placed at the designated location (including back yard, alley or curbside) by 7:00 a.m. on the designated collection day. "Curbside" refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The Contractor may decline to collect any Cart, Container, Bag, or Bundle improperly set out or not defined herein; any Cart, Container, Bag, or Bundle containing material other than MSW; waste that does not meet the applicable definition in Section 1; or any MSW not properly contained in an appropriate Cart, Container, Bag or Bundle. Where the Contractor has reason to leave waste materials uncollected at an ERU, the Contractor shall inform the customer and/or the CVWMA at the time of collection by written notice as to why the material was not collected. Once serviced, the Contractor shall return each Cart or Container to the place where it was set out unless specifically instructed to do otherwise by the Participating Local Jurisdiction and if applicable, replace its cover. The Contractor shall not be required to collect MSW from Containers, other than Bags, that the Contractor or CVWMA did not provide to the customer.

- 4.1.5** Hours of Collection – MSW collection shall begin no earlier than 7:00 a.m. and cease by 7:00 p.m. Contractor shall notify CVWMA as soon as the Contractor is aware MSW collection will extend beyond 7:00 p.m. or must begin earlier than 7:00 a.m. Contractor must notify CVWMA and CVWMA must approve any exception regarding the extension of hours of collection.

Collection operations pursuant to this Contract shall occur on weekdays. If a holiday designated as a non-collection day falls on a weekday, collections will resume as defined in Section 4.1.6. Collections shall not occur on Sunday without prior approval from CVWMA.

- 4.1.6** Holiday Collection – The following holidays are designated as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on one of the regular collection days (ie. Monday – Friday) collection service will be delayed by one day after the holiday for the remainder of the week. If additional federal or state holidays are designated during the Initial Term or any Extension Term, Contractor agrees to coordinate with CVWMA to determine whether or not to conduct collection services on the new holiday or delay by one day after the holiday. Contractor and CVWMA agree to make such determinations by October 1 following the designation of such additional holiday. Any changes to the collection schedule resulting from such designation will go into effect in the following year in order to provide notice of such changes to residents.
- 4.1.7** Collection Location and Alternate Location Service – Except as noted below, residents will place Carts, Containers, Bags, and/or Bundles with MSW at the Curbside or in the Alley adjacent to their ERU on their scheduled collection days.
- 4.1.8** Contractor shall provide Collection services to customers who are unable to place MSW Carts, Containers, Bags and/or Bundles Curbside or in Alleys on a case-by-case basis. Front porch or alternate location collection of MSW from an ERU shall be provided if all adult occupants residing therein require assistance and if a request for front porch or alternate location services has been made to CVWMA. CVWMA shall notify the Contractor of any customers requiring such service. CVWMA and Contractor shall cooperate in making this determination. MSW collection services provided as a result of such a determination shall be made with no addition to the unit cost to the CVWMA or the resident. Alternate location service shall be limited to three (3) percent of the aggregate number of units in each Participating Locality. The Contractor will provide each collection crew with a list of addresses at which porch or alternate location collection shall occur, by route, to ensure driver awareness of the responsibility to provide alternate location service.

**Bulky Waste Collection** – Routine Bulky Waste Collections will be made from residents of the service area as part of the normal provision of services under this Contract. Customers will be required to notify CVWMA by 2:00 p.m. on the day prior to their regular scheduled collection day of any Routine Bulky Waste for collection. The list of addresses for the Routine Bulky Waste Collection will be provided and made available to the Contractor by the CVWMA via CVWMA's Customer Service Application. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection is defined in Section 1. Contractor shall notify CVWMA when the amount of Bulky Waste set out for collection by a customer exceeds the maximum limit of Routine Bulky Waste set forth in Section 1. Contractor shall not be required to collect Bulky Waste which exceeds the Routine Bulky Waste limit set forth in Section 1 during Routine Bulky Waste Collections.

If a Special Bulky Waste Collection is needed, CVWMA will notify the Contractor to schedule the Special Bulky Waste Collection. Should the frequency with which a customer sets out materials for Routine Bulky Waste Collection, at any time, suggest that a Special Bulky Waste Collection is required, the Contractor shall notify the CVWMA. The CVWMA and the Participating Local Jurisdiction will assess the situation and decide whether the customer requires a Special Bulky Waste Collection. If the CVWMA and the Participating Local Jurisdiction determine that the customer requires a Special Bulky Waste Collection, Contractor will schedule and bill CVWMA for a Special Bulky Waste Collection. The final determination regarding the designation of Special Bulky Waste Collections pursuant to this Section shall rest with the CVWMA.

**4.1.9** Collection Vehicles – Selection and procurement of vehicles for the collection of MSW shall be the responsibility of the Contractor. Contractor shall obtain and maintain an adequate number of vehicles to support the collection activities described herein. The vehicles must be sufficient to handle the special requirements of adverse weather and holiday or seasonal overloads as applicable. All collection vehicles shall be equipped with communication and electronic equipment to allow immediate contact with their drivers and the documentation of collection. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations and must be of the type appropriate for services under this Contract.

**4.1.9.1** Collection Vehicle Condition and Markings - The Contractor shall maintain all vehicles and other equipment in a safe and sanitary condition at all times. During operation on CVWMA routes, all collection vehicles shall have the CVWMA's logo and telephone number, truck identification number and the name of the Contractor clearly displayed. Lettering should be at least three (3) inches high. The design of temporary signage shall be approved by the CVWMA. This signage shall be removed when trucks are used by the Contractor for non-CVWMA activities.

**4.1.9.2** Collection Vehicle Spill Prevention and Cleanup - Each vehicle shall be equipped, at minimum, with a shovel, broom, and any other equipment necessary to clean up any litter, MSW or material that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and to meet all applicable federal, state and local regulations. No vehicles shall be willfully overloaded. Each truck shall also be equipped with a spill response kit to clean up the liquid spill of any materials from the truck. The kit shall include brooms and environmentally friendly vermiculate or similar absorbent material. Each collection vehicle shall also be equipped, at a minimum with the following items:

- a. Two-way communications device;
- b. First aid kit;
- c. An approved fire extinguisher;
- d. Warning flashers;
- e. Warning alarms to indicate movement in reverse;
- f. Sign on the rear of vehicles which states "Vehicle Makes Frequent Stops";
- and
- g. Spill kit to include absorbent material, broom and shovel

- 4.1.9.3 Collection Vehicle Condition** - All equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet reasonable community standards of appearance and environmental standards at all times. The CVWMA shall be the sole judge of community standards of appearance. To ensure compliance herewith the CVWMA reserves the right to inspect the Contractor's collection vehicles at any time during Contractor's normal business hours to ascertain the sanitary condition of Contractor's collection vehicles. Accordingly, the Contractor shall provide written notification of the storage location of the collection vehicles used to provide services under this Contract. Failure to keep a truck in generally operable condition and acceptable appearance, after inspection and notice, may result in the exclusion of that truck from the performance of MSW collection services under this Contract. If a significant number of collection vehicles are in ill repair Contractor may be subject to default of this Contract pursuant to Section 22 herein.
- 4.1.9.4 Reserve Equipment** - The Contractor shall have available, at all times, reserve equipment including two collection vehicles which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the duties required by this Contract.
- 4.1.9.5 Compliance with Department of Transportation Restrictions** - The Contractor shall comply with all height and weight restrictions for any bridge, road or tunnel. At the request, and under the authority of, a Participating Local Jurisdiction, the CVWMA may inform the Contractor that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such access restriction so as not to unduly interfere with the Contractor's normal operations and scheduling. The law enforcement authorities of the relevant Participating Local Jurisdiction shall enforce access restrictions established under this Section.
- 4.1.10 Spill Prevention and Response** - To prevent and control the introduction of non-storm water discharges and pollutants into the municipal storm sewer system (MS4) or directly into water bodies to the maximum extent practicable as required by federal and state law, the Contractor shall implement a spill prevention and response plan. The plan must clearly identify ways to reduce the chance of spills, and train personnel responsible for spill prevention and response. The plan should also specify material handling procedures and storage requirements and ensure that clear and concise spill cleanup procedures are provided to each vehicle operator and crew.
- The Contractor shall notify CVWMA immediately of any spill that occurs while performing MSW collection services under this Contract and shall comply with all federal, state and local regulations/ordinances that govern illegal discharges and storm water protection and best management practices.
- 4.1.11 GPS Software and Technology** – Contractor agrees to work with CVWMA to implement a real time, electronic routing system that can be integrated into CVWMA's customer service web-based application. This may be accomplished with a GPS system or other means to provide real time or near real time information electronically to the CVWMA.



At a minimum, Contractor will provide login information that will enable CVWMA to access a system that will show, in real time, where Contractor's collection vehicles are located on a route, the locations on the route which the vehicle has already serviced, and the locations on the route which the vehicle has yet to service.

Contractor shall also provide a mechanism for inventorying and tracking Carts and service confirmation by residents by route on each collection day. The Contractor agrees to work with CVWMA to track and inventory Carts throughout the Initial Term and any Extension Term.

**4.1.12 Personnel** – The Contractor shall maintain an office within the CVWMA Service Area that has adequate staff and resources needed to carry out the requirements of the Contract.

The Contractor shall employ and assign qualified personnel to perform all the services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. All drivers of vehicles utilized by the Contractor in providing MSW Collection and Disposal Services shall hold a valid driver's license for operation of the type of vehicle being utilized, and shall comply with all licensing requirements of federal, state and local laws and ordinances.

The Contractor shall require its employees to conduct themselves in a courteous and helpful manner and refrain from using any profane language. The Contractor shall prohibit all employees and subcontractors from drinking or being under the influence of alcohol, marijuana, prescription drugs without a prescription or illegal drugs while performing their duties under this Contract. Each employee shall wear a company uniform clearly labeled with the Contractor's name. Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times.

The Contractor's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with residents' real or personal property.

The Contractor shall assign one or more qualified field supervisors to oversee MSW collection services provided under this Contract and shall provide the name(s) of the field supervisor(s) in writing to the CVWMA. The supervisor shall have radio or cellular communication with the Contractor's office while performing work related to this Contract. The Contractor shall provide the CVWMA with an emergency phone number where the supervisor or other designated employee of the Contractor can be reached outside of the required collection hours.

The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees or agents of the CVWMA or any Participating Local Jurisdiction.

**4.1.13 Routes, Collection Schedule and Household Counts** – by April 1, 2022, the Contractor shall provide the CVWMA with route numbers and electronic versions of collection route maps that will be used for the residential collection of MSW in the City of Colonial Heights. By April 1, 2024 or ninety (90) days prior to the start of residential collection, the Contractor shall provide the CVWMA with route numbers and maps that will be used

for the residential collection of MSW in the Town of Ashland and the Cities of Hopewell and Petersburg. The days of collection must be specified by route. All routing is subject to CVWMA approval and shall be submitted electronically.

Once the Contractor establishes the collection routes, the Contractor shall not change collection days without prior approval of CVWMA. The Contractor shall submit any subsequent requests for permanent route changes in writing for approval by the CVWMA prior to implementation. All routing changes must be documented in the same level of detail as the original maps. The Contractor shall notify residents affected by the routing change.

The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the City of Colonial Heights by February 1, 2022. The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the Town of Ashland and the Cities of Hopewell and Petersburg by February 1, 2024 or 150 days prior to the commencement of MSW collection services in those jurisdictions. The approximate number of ERUs to be provided MSW Collection and Disposal Services is as follows:

Jurisdiction	Estimated ERUs
City of Colonial Heights	6,950
Town of Ashland	1,780
City of Hopewell	8,600
City of Petersburg	11,100 *

*\* includes approximately 200 ERUs in Old Towne collected three (3) times per week on Mondays, Wednesdays and Fridays.*

The Contractor may perform unit counts if they do not agree with the count provided. A representative of the CVWMA and/or the Participating Local Jurisdiction shall be involved in the conducting of unit counts and an updated address listing shall be provided. The Contractor may do the unit count in conjunction with the distribution of Carts. Unit counts shall be reviewed and approved by the CVWMA and will be the basis for the billing of Monthly Service Fees.

- 4.1.14 Inclement Weather** - The Contractor shall be responsible for canceling collection operations if it is unable to safely complete such operations due to inclement weather. The Contractor will notify the CVWMA immediately by phone and in writing of any decisions regarding the delay, modification, or suspension of collection services as soon as a decision is made. If Contractor suspends or cancels collection services, the Contractor shall endeavor to make up missed collection services on the next possible Work Day or Saturday of the same week. In the event that inclement weather results in the cancellation of collection services for more than two days of a regular collection schedule, in the same week, the Contractor shall endeavor to make-up days of canceled service during the same collection week. In the event that the Contractor cancels collection services due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled collection days. The adjustment shall be calculated by

multiplying the number of ERUs that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection and the adjustment shown as a credit on the invoice submitted by the Contractor to the CVWMA for services during the month in which the cancelled days occurred.

The CVWMA agrees to assume responsibility for providing reasonable public notice of the cancellation of MSW collection services due to inclement weather.

## **4.2 MSW Containers**

**4.2.1** MSW Container Purchase and Distribution – CVWMA or the Participating Jurisdictions may purchase, assemble and distribute one Cart per ERU, on or about the start of the Contract for the City of Colonial Heights and on or about the implementation of this Contract in the Town of Ashland and the Cities of Hopewell and Petersburg. If Contractor provided Carts are requested under this Contract, the request shall be made in writing by February 1, 2022 for Colonial Heights or 180 days prior to the start date in the Town of Ashland and the Cities of Hopewell and Petersburg. Contractor shall include inventory tracking technology in or on each Cart for tracking purposes. CVWMA shall have sole approval of color, information and artwork to be included on the Carts throughout the Contract. If Carts are provided by the Contractor for the collection of MSW under this Contract, Carts shall be hot stamped with the CVWMA logo and the CVWMA customer service telephone number. The CVWMA shall provide the necessary artwork and shall have final approval of the hot stamp design. The Contractor shall notify the CVWMA when any Cart deemed no longer serviceable is removed.

**4.2.2** Cart delivery, replacement and repair – regardless of who purchases and owns the Carts, the Contractor shall be responsible for providing storage, maintenance, repairs, removals, delivery and tracking of new and existing Carts in a timely manner during the Initial Term and any Extension Term as part of the Monthly Service Fee. Maintenance and repairs shall include repairing or replacing lids, wheels, lift bar, etc. as necessary. If CVWMA or the Participating Local Jurisdiction makes the initial purchase, it shall be responsible for the purchase of replacement Carts to keep inventory for replacements and new deliveries.

Where the Contractor causes damage to or the loss of a Cart, Contractor agrees to replace the Cart at no cost to the CVWMA, Participating Jurisdiction or the affected resident. If the Contractor purchases the initial Carts, the Contractor agrees to replace or repair any Cart which becomes defective during the manufacturer's warranty period.

Delivery of MSW Carts – Contractor shall deliver Carts throughout the Initial Term and any Extension Term, upon request by CVWMA, on a schedule mutually agreed upon by CVWMA and Contractor, however, shall not occur less frequently than bi-weekly or 14 calendar days.

**4.2.3** Ownership of Carts – CVWMA or the Participating Local Jurisdiction shall retain ownership of all Carts they purchase, respectively. If Contractor provides Carts, the ownership of the Carts rests with the Contractor through the Initial Term of the Contract when at such time, ownership of the Carts conveys to the CVWMA or Participating Local Jurisdiction.

- 4.2.4** Program Information – Contractor shall deliver program information as determined and upon request by the CVWMA at the time it delivers MSW Carts to new and existing ERUs.

### **4.3 Litter Baskets and Specific Downtown Area MSW Collection**

- 4.3.1** Litter Baskets – Contractor shall provide collection service to public litter receptacles (“Litter Baskets”) in accordance with the table below, including the provision of liner bags. In the City of Colonial Heights, Litter Baskets are located predominantly on the Boulevard and Dupuy Avenue (See Appendix A for a listing of Litter Basket locations in Colonial Heights). In the Town of Ashland and the Cities of Hopewell and Petersburg, Litter Baskets are located in their respective downtown areas.

The number of Litter Baskets in each of the Participating Local Jurisdictions is as follows:

<b>Jurisdiction</b>	<b>Litter Baskets</b>	<b>Collection Frequency</b>
Colonial Heights	12	Weekly on Wednesdays
Town of Ashland	14	Weekly on Mondays
Hopewell Downtown	18	Twice per Week on Mondays and Thursdays
Petersburg – Old Towne	32	Three Times per Week on Mondays, Wednesdays and Fridays

- 4.3.2** Specific Downtown Area Collection – Contractor shall provide MSW Collection services from Carts for public buildings and in downtown areas as follows and described in Attachment A:

- 4.3.2.1** Town of Ashland – Contractor shall provide MSW collection services weekly on a regular collection day for the following public facilities located in the Town one time per week:

<b>Location</b>	<b>Address</b>	<b># of Carts</b>
Police Dept	601 England St	3
Town Hall	121 Thompson St	4
Visitor Center	112 N Railroad Ave	1
N Ashland Railside Park	W Vaughn Road	1



Ashland Skate Park	Randolph St (between England and Myrtle)	2
Carter Park Pavilion	1112 Maple Street	3

**4.3.2.2** City of Hopewell - Contractor shall provide MSW collection services from Carts in Downtown Hopewell twice per week on Mondays and Thursdays. Downtown Hopewell is bound on the West- by -West Randolph St (Route 10) on the south by East Poythress St, on the east by Kippax St, and on the north by Appomattox St.

**4.3.2.3** City of Petersburg Old Towne – Contractor shall provide MSW collection services to ERUs in the Old Towne area (bound on the west by Market Street, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River). Collection of MSW shall be made by the Contractor three (3) times per week in the Old Towne area on Mondays, Wednesdays and Fridays. There are approximately 200 ERUs located in the Old Towne area. Routine Bulky Waste collection is also included as part of this specified service.

#### **4.4 Front End Load (FEL) and Roll-Off Collection of MSW from Public Facilities**

Contractor shall provide collection and disposal services from FEL and Roll-Off containers from various public buildings and facilities, including convenience centers in each of the respective Participating Localities. The listing of sites, type and frequency of collection in each of the Participating Localities is included in Appendix B, herein.

**4.4.1** Contractor shall provide, maintain and place the FEL and Roll-Off Containers at the sites identified in Appendix B. The Contractor shall include appropriate signage, decals and identification of each FEL and Roll-Off Container. The Contractor shall be responsible for replacing and repairing damaged FEL and Roll-Off Containers as needed. The FEL and Roll-Off Containers shall be owned by the Contractor.

**4.4.2** Contractor shall collect MSW from the FEL containers in accordance with the schedule provided in Appendix B, or as otherwise agreed upon by the parties in writing throughout the Initial Term and any Extension Term of the Contract, and shall dispose of the MSW at a properly permitted Disposal Site.

**4.4.3** Contractor shall switch out Roll-Off Containers in accordance with the schedule provided in Appendix B, which may be revised in writing upon mutual agreement of the parties during the Initial Term and any Extension Term. Contractor shall also switch out Roll-Off Containers within 24 hours of the submission of a request from CVWMA.

**4.4.4** Contractor shall make available Roll-Off Containers (open top) for temporary or permanent use for the Participating Local Jurisdictions and/or their residents to utilize for self-disposal of MSW. Contractor shall deliver Roll-Off Containers to specified site(s) and remove and dispose of the MSW as requested.

**4.5 Disposal Sites** - The Contractor shall notify the CVWMA of each identified Disposal Site for each of the Participating Local Jurisdictions. Any change in Disposal Sites shall be communicated in writing to the CVWMA. The Disposal Sites shall be properly permitted and compliant during the Initial Term and any Extension Term in accordance with applicable

Virginia Waste Management Regulations. Contractor shall be totally responsible for all equipment it operates on any Disposal Site, whether publicly or privately operated.

The Disposal Site for the MSW collected in the City of Petersburg shall be Meridian Waste's Tri City Regional Landfill and Transfer Station located at 390 Industrial Drive, Petersburg Virginia 23803. If during the Initial Term and any Extension Term of this Contract, the Contractor is unable to dispose of Petersburg's MSW at Meridian Waste's Landfill or Transfer Station, Contractor shall transport and dispose of Petersburg's MSW at a properly permitted and compliant Disposal Site under terms agreed upon between the CVWMA, Contractor and the City of Petersburg.

**4.6 Public Education and Outreach** – The Contractor shall collaborate, support and assist CVWMA in providing information and notification to residents regarding collection days, holidays, contact information, and proper preparation in order to ensure efficient and timely MSW collection services.

**4.7 Reports** – Contractor shall submit to CVWMA daily, monthly and annual reports as detailed below:

**Daily:** At the end of each work day, Contractor shall close out all work orders in the CVWMA's web-based customer service application with the appropriate response as to how the complaint/service request has been addressed or resolved. Contractor shall log in CVWMA's web-based Customer Service Application any rejected MSW Containers or Routine Bulky Waste that it did not collect that day and indicate the reason for non-collection.

**Monthly:** At a minimum, the Contractor shall include the following information in the monthly reports:

- Weights of MSW collected by route and by Participating Jurisdiction
- Number of loads/trips to the Disposal Site of MSW collected by Participating Jurisdiction
- Current count of Carts by size and collection frequency
- List of facilities used for disposal;
- Log of resident address where 'education tags' or 'rejection notices' were left because the MSW was not prepared properly
- Report on any unresolved complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agents or subcontractors for the previous month. This monthly report shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of disposition. In the event the Contractor believes any complaint to be without merit, they shall notify CVWMA. The CVWMA shall investigate all disputed complaints and render a decision.

Monthly reports shall be provided by the 10<sup>th</sup> of each month for the previous month.

**Annual:** Contractor shall provide annually:

- Updated safety plan
- Updated spill prevention and response plan
- Recommendations for program improvement during the remainder of the Contract

## SECTION 5. COMPENSATION FOR SERVICES AND RATE ADJUSTMENTS

The services described in this Contract shall be provided by the Contractor for the fees specified herein.

### 5.1 Residential MSW Collection Rates:

Per EDU Monthly MSW Collection & Disposal	
City of Colonial Heights, CVWMA or Participating Local Jurisdiction ("PLJ") provided Carts	\$ 13.12/ERU/Month
City of Colonial Heights, Contractor provided Carts	\$ 14.77/ERU/Month
Town of Ashland, CVWMA or PLJ provided Carts	\$ 13.21/ERU/Month
Town of Ashland, Contractor provided Carts	\$ 15.34/ERU/Month
City of Hopewell, CVWMA or PLJ provided Carts	\$ 13.21/ERU/Month
City of Hopewell, Contractor provided Carts	\$ 15.34/ERU/Month
City of Petersburg, CVWMA or PLJ provided Carts, collection only and free disposal at Tri-City Landfill/Transfer Station *	\$ 9.89/ERU/Month
City of Petersburg, Contractor provided Carts, collection only and free disposal at Tri-City Landfill/Transfer Station *	\$ 12.02/ERU/Month
Special Bulky Waste Pick-Up, ERU in any Participating Local Jurisdiction	\$ 125.00/Pick Up

The monthly MSW collection and disposal rates set forth above include the Contractor providing Cart maintenance to include, storage, delivery, removals, and repairs regardless of who makes the initial purchase and delivery of new Carts, regardless of who owns the Carts throughout the term of the Contract.

\*MSW taken to the Tri-City Landfill and Transfer Station owned by Meridian Waste located at 390 Industrial Drive, Petersburg, Virginia 23803. Should the Contractor be unable to dispose of MSW at the Tri-City Landfill and Transfer Station at any point during the Initial Term and any Extension Term of the Contract, Contractor agrees to negotiate with CVWMA and the City of Petersburg for an alternative Disposal Site.

### 5.2 Roll-Off Hauling and Disposal Rates:

Roll-Off Hauling and Disposal	
<b>City of Hopewell</b>	
Roll-Off Container Hauling, including Container rental	\$ 390.00/haul
Disposal Cost	\$ 35.00/ton
<b>Cities of Colonial Heights &amp; Petersburg and Town of Ashland</b>	
Roll-Off Container Hauling, including Container rental	\$ 425.00/haul
Disposal Cost	\$ 43.00/ton

### 5.3 Front-End Load (FEL) Monthly Collection Fees:

Frequency of Collection	2 cubic yard	4 cubic yard	6 cubic yard	8 cubic yard
-------------------------	--------------	--------------	--------------	--------------



<b>1 time per week</b>	\$59.50	\$70.75	\$82.15	\$93.20
<b>2 times per week</b>	\$113.25	\$133.70	\$154.35	\$174.65
<b>3 times per week</b>	\$167.00	\$196.70	\$226.55	\$256.00
<b>4 times per week</b>	\$220.80	\$259.70	\$298.80	\$337.50
<b>5 times per week</b>	\$274.55	\$322.70	\$371.00	\$418.90

- 5.4 Annual Adjustment** – The Contractor will be eligible for an annual adjustment of rates which shall be made on July 1 of each Contract year beginning July 1, 2023 based on the increase in the U.S. Consumer Price Index, Water and Sewer and Trash collection services in U.S. city average, all urban consumers, not seasonally adjusted (Series ID CUUR0000SEHG), for the most recent twelve (12) months ending March 31 prior to the Contractor’s anniversary date. In order to receive a fee increase pursuant to this Section, Contractor must submit a written request to CVWMA on or before June 1 of each Contract year. Annual increases shall not exceed three (3) percent of the previous year’s Contract price for services.
- 5.5 Invoicing and Payment** - The CVWMA shall make payments to the Contractor within thirty (30) days after its receipt of a complete and satisfactory billing invoice by the 10<sup>th</sup> of the month for services provided the previous month. No payment will be due until thirty (30) days after Services have been completed. No invoice shall be submitted for work that has not as yet been performed nor will any such invoice be considered payable until work identified therein is in fact completed. Contractor’s billing invoice will not be considered complete and payable if it fails to include the appropriate monthly reports specified in Section 4.7 of this Contract. Failure by the Contractor to include specified reports shall be cause to withhold payment for the previous month by Contractor until such time as the required reports are received by CVWMA. The CVWMA will not pay late fees on invoices not received in accordance with the Contract.
- 5.6 Monthly Residential Unit Counts** – The CVWMA shall pay the Contractor for MSW collection services in accordance with the rates and monthly ERU counts set forth herein. Prior to the effective date of this Contract, monthly Unit counts shall be revised by CVWMA and communicated to Contractor to reflect the true addresses eligible for MSW collection services for the City of Colonial Heights. The monthly Unit counts will be established by CVWMA and communicated to Contractor for the Town of Ashland and the Cities of Hopewell and Petersburg prior to the commencement of MSW collection services in each of the respective Participating Local Jurisdictions. It is anticipated the monthly Unit count will fluctuate during the Initial Term and any Extension of this Contract and will be updated by CVWMA on a semi-annual basis.
- 5.7 Change of Law** - If at any time during the term of the Contract the “Cost of Operation” (as defined herein) increases over the “Base Period” (as defined herein) as a direct result of changes in State, federal, or local legislation or regulations, excluding changes in tax laws, which affect permit status or availability of the Contractor, the Contractor bears the increase in costs up to five percent (5%) per year, beyond that, fee increases are negotiable. “Cost of Operation” means the cost of providing the collection and disposal services under the Contract during the Base Period. “Base Period” means the six-month (6) period immediately preceding the onset of the financial impact of the new state or federal legislation. Before entering into price negotiations provided by this paragraph, and before selecting a method of compliance that results in the increased Cost of Operation, the Contractor shall consult with and receive



approval from the CVWMA of a plan and cost impact statement describing various alternative methods of compliance with the new State, federal, or local legislation or regulation and justifying the selected method of compliance as the most appropriate alternative.

## **SECTION 6: SERVICE INQUIRIES AND COMPLAINTS**

The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from Participating Local Jurisdictions and/or residents of Participating Local Jurisdictions served by this Contract.

All service inquires and complaints shall be directed to and received by the CVWMA's customer service office including those calls made directly to the Contractor by customers. The CVWMA will record each complaint into the CVWMA web-based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real-time basis to the Contractor. A representative of the Contractor shall provide a dedicated staff person to monitor and direct action on the service requests throughout each Work Day.

The Contractor shall have until the end of the current workday to return and collect those missed collections or otherwise resolve the customer's complaint, when practicable, when notified of the complaint by noon of the same day by the CVWMA. When notified by the CVWMA of a missed collection or customer complaint after noon, the Contractor shall have until the end of the next Work Day to return and collect missed collections or otherwise resolve the customer's complaint, when practicable. For those complaints received after noon and before 5:00pm on Fridays, the Contractor shall return and collect missed collections or otherwise resolve the complaint by the end of the day on the next Work Day. The Contractor shall make every effort to resolve customer complaints on the day on which it receives notice of the complaint.

At the end of each Work Day, the Contractor shall close out all complaints or other work orders on the CVWMA computer application that have been resolved during that Work Day. This shall include, where applicable, the date, approximate time, and a description of the resolution of the complaint.

## **SECTION 7: PAYMENT FOR NON-PERFORMANCE**

To compensate CVWMA for inconvenience, time and effort related thereto, and/or for addressing a failure by the Contractor to fulfill its obligations (including obligations involving compliance with federal, state and/or local laws, regulations, or rules) in the manner required by the Contract, such failure shall result in a payment for non-performance to the CVWMA as indicated below. The non-performance payment shall be deducted from any amounts due to the Contractor by the CVWMA. If no amounts are due to the Contractor, the Contractor shall remit the non-performance payment to the CVWMA upon receipt of written demand from the CVWMA. Ten-day advance written notice will be provided to the Contractor of the CVWMA's intent to invoke the payment for non-performance clause for contract violations.

It is the intent of the CVWMA to ensure the Contractor provides a quality level of service for MSW collection and disposal. The CVWMA shall notify the Contractor of each complaint reported to the CVWMA. It shall be the duty of the Contractor to take whatever steps are necessary to remedy the complaint. Failure to remedy the complaint as set forth in Section 6 herein may result in a payment for non-performance against the Contractor. In assessing financial

assessments, consideration will be given to extreme weather conditions. The following summarizes the penalties that may be assessed administratively by the CVWMA:

Non – Performance	Financial Assessment
Failure to resolve collection complaints by the end of the current Work Day when Contractor has been notified of the complaint by CVWMA by noon or by the end of the subsequent Work Day when Contractor has been notified of the complaint by the CVWMA after noon.	\$25.00 per ERU for complaints not resolved by the end of the appropriate Work Day after notification by CVWMA. \$50.00 per ERU for each subsequent Work Day.
Failure to properly contain or clean up spillage, including motor oil, hydraulic oil, contaminated water, and other contaminants caused by the Contractor (this does not include potential jurisdiction fines or costs incurred by others to clean up spills)	\$1500.00 per incident
Failure to notify the CVWMA and/or the Participating Local Jurisdiction of spillage of any contaminant from Contractor collection vehicle within one (1) hour of incident	\$1,000 per incident
Failure to provide notification of extension of collection outside the hours of operations specified by the Contract to the Contract Administrator.	\$100.00 per incident per day
Changing routes or route order without proper notification to CVWMA and Participating Local Jurisdictions.	\$100.00 per incident
Failure to deliver a Cart or Container as requested or repair a Cart as requested within 14 calendar days of the request.	\$25.00 per day per incident
Failure to collect MSW as scheduled from an alternate location ERU two cycles in a row.	\$250.00 per incident

The above stated penalties shall not limit any damages claimed by CVWMA in a court action arising from the performance or non-performance of this Contract.

## SECTION 8. TITLE TO MATERIAL

Title to, control of and responsibility for MSW collected pursuant to this Contract shall vest to the Contractor at the time of collection from the ERU. Title to, control of and responsibility of the MSW prior to collection shall remain with the resident as long as it remains at the ERU. Title to, control of and responsibility of the MSW collected from a Participating Locality site via FEL or Roll-Off shall vest to the Contractor upon collection of the MSW. CVWMA shall not at any time obtain or retain title to any MSW collected or disposed of pursuant to this Contract.

## **SECTION 9. INSURANCE**

In addition to any other contractual liability assumed by the Contractor, the Contractor shall be required to carry for the life of the Contract with the CVWMA Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia in the amount and coverage specified below. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the CVWMA specifying such limits, with the CVWMA and the individual Member Jurisdictions named as additional insured parties on such policies. In addition, the Contractor shall require the insurer to give the CVWMA thirty (30) days advance written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed for any Extension Term.

### **9.1 Worker's Compensation and Employer's Liability**

#### **Statutory Requirements**

Additional Employer's Liability Coverage will be required of the Contractor and any subcontractor where any class of employee engaged in work under the Contract is not protected under the Workers' Compensation Statute.

### **9.2 Automotive Liability, Including Owned, Non-Owned and Hired Car Coverage**

#### **Limits of Liability:**

- a. Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence
- b. Property Damage \$1,000,000 each occurrence

### **9.3 Comprehensive General Liability**

#### **Limits of Liability:**

- a. Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence
- b. Property Damage \$1,000,000 each occurrence, Including:
  - i. Completed Operations/Products
  - ii. Contractual Liability for Specified Agreements
  - iii. Personal Injury
  - iv. Broad Form Property Damage

NOTE: The levels of coverage required in 9.2 and 9.3 can be met by the primary policy alone, or in concert with an excess liability policy.

The Contract shall be subject to termination by the CVWMA at any time if said insurance is canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

## **SECTION 10. PERFORMANCE BOND**

- 10.1** The Contractor shall be required to furnish to the CVWMA and keep current during the Initial Term and any Extension Term of the Contract, including any renewal time frame if applicable, a performance bond for the faithful performance of the Contract and all obligations arising thereunder in an amount equal to at least 30% of the estimated annual cost of the

Contract. It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful, legal and complete performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

**10.2** Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

**10.3** The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice the Contractor's files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

## **SECTION 11. INDEMNIFICATION**

The Contractor shall indemnify and hold the CVWMA, its individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the CVWMA, and its Member Jurisdictions, and their elected officials, officers, agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Contract, or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Member Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under this Contract.

This Section shall survive the expiration or termination of this Contract.

## **SECTION 12. FORCE MAJEURE**

Failure of any party to perform under this Contract by reason of Force Majeure shall not constitute default or be cause for termination of this Contract. However, the Contractor so failing to perform shall immediately notify the CVWMA and the Participating Local Jurisdictions in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

Should the Contractor be unable to complete performance under this Contract due to the Contractor's failure to perform by reason of Force Majeure, CVWMA shall be authorized to, where practicable, take all reasonable steps to secure another vendor to perform the responsibilities of the Contractor according to the already established schedule of rates, fees and charges. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges,



CVWMA may agree to a new schedule by written amendment to this Contract. If CVWMA and Contractor are unable to agree on a new schedule, this Contract shall terminate.

### **SECTION 13. SUBCONTRACTORS**

- 13.1** Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without the advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on the Contractor.
- 13.2** Each individual entity of the Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors under this Contract.
- 13.3** Contractor shall be responsible for all actions of subcontractors performed or failed to be performed under this contract.
- 13.4** Should the CVWMA provide written approval to the Contractor to use a subcontractor, the Contractor shall:
- 13.4.1** In accordance with the requirements of Virginia Code Section 2.2-4354, if the Contractor engages any subcontractor to performs services or provide goods in connection with Contractor's performance under this Contract, the Contractor shall, within seven (7) days after receipt of amounts paid to the Contractor by the CVWMA for work performed by the subcontractor under that contract:
    - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
    - b. Notify the CVWMA, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
  - 13.4.2** The Contractor shall provide the CVWMA with its federal ID number prior to receiving any payment hereunder.
  - 13.4.3** The Contractor shall pay interest to its subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the CVWMA for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subparagraph 1.a. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.
  - 13.4.4** The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth herein with respect to each lower-tier subcontractor.
  - 13.4.5** The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the CVWMA or any of its Member Jurisdictions.
  - 13.4.6** A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

## **SECTION 14. INSPECTIONS**

Contractor agrees to permit CVWMA and/or its designated representatives to inspect facilities, equipment and records necessary to evaluate Contractor's performance under this Contract. Inspection of the equipment, facilities and materials collected shall be on demand, permitted during Contractor's normal operating hours. Contractor shall provide contact information for Disposal Sites for contact by CVWMA at any time during the term of this Contract. Inspection of other records shall be in accordance with Section 15 of this Contract.

## **SECTION 15. CONTRACTOR'S RECORDS**

Records of the Contractor and any subcontractor related to this Contract shall be subject to CVWMA review, audit and/or reproduction and shall be open to inspection by the CVWMA and/or its authorized agents and representatives of the Participating Local Jurisdictions, during normal working hours or at such times as are mutually agreed upon to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted to the CVWMA pursuant to this Contract. The Contractor shall maintain its books and records related to the performance of this Contract and shall insure that any subcontractor maintains their books and records in accordance with the following minimum requirements:

- 15.1** Any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA shall be maintained for a minimum period of five (5) years following the conclusion of each Contract year, or for any longer period required by law.
- 15.2** All documents and records which demonstrate performance under this Contract shall be maintained for a minimum period of five (5) years following the conclusion of each Contract year or for any longer period required by law.

## **SECTION 16. COMPLIANCE WITH EQUAL OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- 16.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by Virginia law relating to discrimination in employment, except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 16.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.
- 16.3** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this Section.
- 16.4** The Contractor will include the provisions of the foregoing paragraphs 16.1, 16.2, and 16.3 of this Section 16 in every subcontract or purchase order related to this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor vendor.

- 16.5** The Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

## **SECTION 17. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor shall comply with all federal, state and local government laws regarding controlled substances, where applicable. In addition, the Contractor agrees as follows:

- 17.1** The Contractor will provide a drug-free workplace for its employees.
- 17.2** The Contractor will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession or use of a controlled substance, marijuana, prescription drugs without a prescription or illegal drugs is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.
- 17.3** The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 17.4** The Contractor will include the provision of the foregoing Subparagraphs 17.1, 17.2, and 17.3 of this Section 17 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's sub-contractors and employees.

## **SECTION 18. INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the CVWMA, its Member Jurisdictions, or the Participating Local Jurisdictions. Nothing herein shall be construed as creating a partnership or joint venture between the CVWMA and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the CVWMA or Participating Local Jurisdictions and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

## **SECTION 19. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CVWMA and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law.

## **SECTION 20. LICENSES, PERMITS AND CERTIFICATES**

Contractor shall obtain all licenses, permits and certificates required in connection with any performance of and services provided under this Contract prior to commencing services and shall provide evidence thereof upon request by CVWMA or Participating Local Jurisdiction.

## **SECTION 21. COMPLIANCE WITH LAWS AND REGULATIONS:**

Contractor agrees that, in the performance of this Contract and the performance of other work and services under the Contract, Contractor will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any. In addition, Contractor at all times shall adhere to all OSHA, UL, DOT and other applicable safety standards and mandates in the performance of all work.

## **SECTION 22. DEFAULT**

**22.1** In the event that either Contractor or the CVWMA defaults in the performance of any of the covenants or agreements to be kept, done or performed by either party under the terms of this Contract, the non-defaulting party shall notify the other party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. CVWMA may also declare the Contract immediately in default if it deems that Contractor has breached in a manner that cannot be corrected and/or is not likely to be timely corrected. Such declaration of immediate default shall be made solely in CVWMA's discretion. During the notification period, if applicable, the CVWMA shall have the right to contract with others to perform the services otherwise to be performed by the Contractor or to perform such services itself and seek from Contractor reimbursement for the difference in cost of services.

If the defaulting party fails to correct the default as provided above, the other party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

**22.1.1** The right to declare that this Contract, together with all rights granted or obligations incurred hereunder, is terminated, effective upon such date as the non-defaulting party shall designate. In the event of such termination, Contractor shall be compensated only for the services (as set forth herein) provided in accordance with the terms of the Contract and expenses incurred as of the date of termination.

**22.1.2.** The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by Contractor or to perform such services itself and seek cost of difference in service from Contractor.

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding, Contractor shall notify CVWMA within ten (10) days of filing. CVWMA shall have the right to demand assurances that Contractor can continue to perform its obligations under this Contract and Contractor shall provide such assurances as provided herein. Failure of Contractor to provide adequate assurances shall constitute a default. Neither party shall be considered in default of this Contract if such failure to perform is directly caused by a Force Majeure event.

**22.2.** A waiver by either party of any breach of any provision of this Contract shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any



provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and shall take the form of a Contract amendment as provided for elsewhere in this Contract.

## **SECTION 23. TERMINATION**

Notwithstanding Section 22, if the Contractor fails to perform in a satisfactory manner based on CVWMA's analysis or review, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the CVWMA shall have the right to demand, in writing, adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such a demand, the Contractor shall respond by stating the steps taken or to be taken to rectify the non-performance or non-compliance. If the Contractor has not performed or corrected the non-compliance in accordance with the terms of the Contract, or if, in the reasonable judgment of the CVWMA, the Contractor cannot or will not perform or rectify the non-compliance within thirty (30) days following receipt by CVWMA of such response, then CVWMA may send to the Contractor a written notice of termination, and this Contract shall terminate effective fifteen (15) days following the date of such notice of termination.

## **SECTION 24. TITLES OF SECTIONS**

Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

## **SECTION 25. AMENDMENT**

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of the parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Contract.

## **SECTION 26. MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED**

This Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision or term of the Contract.

## **SECTION 27. DELEGATION**

Neither the Contractor nor the CVWMA shall delegate its duties under this Contract without the written consent of the other. This Contract shall be binding upon and inure to the benefit of the permitted assigns, heirs and personal representatives of the Contractor and shall be binding upon and inure to the benefit of the permitted successors and assigns of the CVWMA.

## **SECTION 28. REPRESENTATIVES AND NOTICES**

For the purposes of this Contract, the Authority has designated as its representative its Executive Director and has empowered the Executive Director with the authority necessary to administer the provisions of this Contract.

Any notice, demand, communication or request required or permitted hereunder shall be in writing as follows:

**28.1 To the CVWMA:**

Kimberly A. Hynes  
Executive Director, CVWMA  
2100 W. Laburnum Avenue; Suite 105  
Richmond VA 23227  
[khynes@cvwma.com](mailto:khynes@cvwma.com)  
804-612-0552

*With a copy to:* Mr. James M. Snyder  
CVWMA General Counsel  
McCandlish Holton PC  
1111 E. Main Street; Suite 2100  
PO Box 796  
Richmond VA 23218  
[jsnyder@lawmh.com](mailto:jsnyder@lawmh.com)

**28.2 To the Contractor:**

Mr. Rob Clendenin  
Public Sector Solutions  
Waste Management of Virginia, Inc.  
3016 Yadkin Road  
Chesapeake, VA 23323  
[rclenden@wm.com](mailto:rclenden@wm.com)  
757-449-1182

**SECTION 29. ASSIGNMENT OR CHANGE OF OWNERSHIP**

**29.1** No assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA. The assignment of any Contract duties will require the written consent of the surety, applicable financial institution or insurance carrier in order to ensure that neither Contractor nor its surety, applicable financial institution or insurance carrier will be relieved of any liability and/or obligation to perform unless the assignee provides the surety required under this Contract and so long as the original surety remains liable for services either improperly or not performed by the Contractor prior to the assignment of this Contract.

**29.2** This Contract shall be binding upon the parties hereto, their legal heirs, representatives or assigns.

**SECTION 30. CONTINGENT FEE WARRANTY AND CONFLICT OF INTEREST**

Contractor warrants that no person or persons have been employed or retained for the purpose of soliciting or securing this Contract. Contractor further warrants that no person or company has been or will be paid any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of

the foregoing warranties, CVWMA shall have the right to terminate this Contract without liability, or at its discretion, to recover the full amount of said prohibited fee, commission, percentage, brokerage fee, or contingent fee.

Contractor hereby certifies that to the best of its knowledge, no employee of the CVWMA, nor any member thereof, nor any public agency or official affected by this Contract, has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner with the performance of the Contract.

### **SECTION 31. NO THIRD-PARTY BENEFICIARY**

Nothing contained in this Contract is intended to benefit or confer any rights on any person or entity not a party to this Contract, and no such other person or entity shall have any right or cause of action hereunder.

### **SECTION 32. CONSTRUCTION**

This Contract is intended to express the mutual intent of the parties and, irrespective of the identity of the party preparing this Contract or any document or instrument referred to herein, no rule of strict construction against the party preparing a document shall be applied.

### **SECTION 33. RIGHT TO REQUIRE PERFORMANCE**

The failure of the CVWMA at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the CVWMA thereafter to enforce the same. Nor shall waiver by the CVWMA of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

### **SECTION 34. CONTRACTUAL DISPUTES**

If any dispute or other such claim should arise under the terms of this Contract between the Contractor and the Participating Local Jurisdiction, the Contractor or Participating Local Jurisdiction shall inform the CVWMA of the nature of the dispute and/or claim and the proposed resolution. If such matters cannot be easily resolved during that communication, the aggrieved party shall submit in writing a summary of its claim(s) to the CVWMA. Within ten (10) days of receipt of this summary, the CVWMA will investigate the alleged claim and notify the claimant of its decision regarding the dispute or claim.

### **SECTION 35. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:**

- 35.1** The Contractor shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 35.2** If the Contractor employs more than an average of 50 employees for the previous 12 months entering into the Contract, Contractor shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to the Contract.
- 35.3** If the Contractor fails to comply with this provision, the Contractor shall be found in default in accordance with Section 22 herein.

### **SECTION 36. GOVERNING LAW**

This Contract shall be executed in the City of Richmond, Virginia, and shall be governed, construed, and interpreted according to the laws of the Commonwealth of Virginia. Parties agree to resolve any complaint necessary to be filed in court in the applicable state court having jurisdiction in the City of Richmond.

#### **SECTION 37. SEVERABILITY**

Should any term, provision or other part of this Contract be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

#### **SECTION 38. NON-APPROPRIATION**

The Municipal Solid Waste Collection and Disposal Services implemented and governed by this Contract are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdictions. Failure of any Participating Local Jurisdiction to appropriate the funds necessary to cover the cost of that jurisdiction's portion of the program shall terminate the Contractor's obligation to provide service under this Contract in that jurisdiction. Furthermore, should the CVWMA fail to appropriate funds for this Contract, this Contract shall be terminated without penalty when existing funding is exhausted. The CVWMA shall provide timely notice to Contractor should such situations occur.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the parties hereto have agreed to these terms and conditions.

APPROVED AS TO FORM:

  
For McCandlish Holton, P.C.

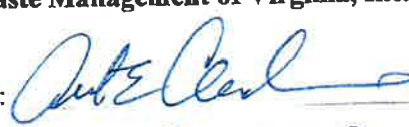
3/7/2022  
Date

**CENTRAL VIRGINIA WASTE  
MANAGEMENT AUTHORITY**

By:   
Kimberly A. Hynes  
Executive Director

3/8/22  
Date

**Waste Management of Virginia, Inc.**

By:   
Printed Name: Robert E. Clendenin  
Public Sector Rep.  
3/8/22  
Date

## APPENDIX A

### Litter Baskets and Specific Downtown Area MSW Collection

**City of Colonial Heights:** The Contractor shall provide weekly collection service on Wednesdays to litter receptacles, including replacing the liner bags on the following streets:

James Ave & Boulevard	1
Westover Ave & Boulevard	2
Pickwick Ave & Boulevard	1
Lafayette Ave & Boulevard	1
Dupuy Ave & Battery Place	1
Dupuy Ave & Brasher Ave	1
Dupuy Ave east of Meridian Ave.	1
403 Dupuy Ave	1
Boulevard & Lakeview Ave	1
Boulevard & Richmond Ave	1
Boulevard before Courthouse	1

**City of Hopewell:** The Contractor shall provide twice per week collection service on Mondays and Thursdays to about 18 mesh-style litter receptacles, including replacing the liner bags, in the downtown area of Hopewell. Downtown Hopewell is bound on the west by West Randolph St (Route 10) on the south by East Poythress St, on the east by Kippax St, and on the north by Appomattox St.

Contractor shall provide twice per week collection from Carts from ERU's on Mondays and Thursdays in the Downtown Hopewell area.

**City of Petersburg:** The Contractor will provide 3 times per week collection service on Mondays, Wednesdays and Fridays to 32 litter receptacles located the Old Town area of the City of Petersburg. This includes replacing the plastic liner bag in each receptacle.

The Contractor will provide three times per week collection from Carts from ERUs in the Old Towne Petersburg area on Mondays, Wednesdays and Fridays.

The Old Towne Petersburg area is bound on the west by Market Street, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.

**Town of Ashland:** Contractor will provide weekly collection on Mondays of 14 litter receptacles, including replacing the liner bags, in the downtown area of Ashland. All litter receptacles are located on North Railroad and Thompson Streets.

## APPENDIX B

### Front End Load (FEL) and Roll-Off Collection of MSW from Public Facilities

#### FEL Sites, Size Containers and Frequency of Collection:

##### City of Colonial Heights:

Location	Address	Capacity	Collection Frequency
Tussing Elementary	5501 Conduit Rd	8 cu yd	5x/week
North Elementary	3201 Dale Ave	8 cu yd	5x/week
Lakeview Elementary	401 Taswell Ave	8 cu yd	5x/week
Voc Tech Bldg	3451 Conduit Rd	8 cu yd	3x/week
Col Heights HS	3600 Conduit Rd	8 cu yd	5x/week
Col Heights MS	500 Conduit Rd	8 cu yd	5x/week
Courts Bldg	550 Boulevard	8 cu yd	1x/week
City Hall	201 James Ave	8 cu yd	2x/week
City Hall	201 James Ave	8 cu yd	1x/week
Public Safety Bldg	200 Roanoke Ave	8 cu yd	5x/week
Dunlop Farms FS	215 Dunlop Farms Blvd	4 cu yd	1x/week
Animal Shelter	301 Dimmock Pkwy	4 cu yd	1x/week
School Maintenance	2600 Woodlawn Ave	8 cu yd	3x/week
Chili Peppers Baseball (seasonal)	200 Roanoke Ave	8 cu yd	5x/week

##### City of Hopewell:

Location	Address	Capacity	Collection Frequency
Animal Shelter	507 Station St	2 cu yd	1x/week
City Garage	103 Hopewell St.	4 cu yd	1x/week
City Garage	103 Hopewell St.	8 cu yd	1x/week
Health Department	316 E Cawson St	6 cu yd	2x/week
Hopewell HS	400 S Mesa Dr	2 – 6 cu yd	2x/week
Hopewell HS	400 S Mesa Dr	2- 8 cu yd	3x/week and 5x/week

New Patrick Copeland ES	400 Westhill Rd	2- 8 cu yd	5x/week
City Hall	300 N Main St.	8 cu yd	3x/week
Dupont ES	300 S 18th Ave	2- 8 cu yd	5x/week
Woodlawn ES	1100 Dinwiddie Ave	8 cu yd	4x/week
Carter Woodson MS	1000 Winston Churchill Dr.	2 - 8 cu yd	3x/week
Fire Department #1	100 Hopewell St	4 cu yd	1x/week
Community Center	100 W City Point Rd	8 cu yd	1x/week
Harry R James ES	1807 Arlington Rd	8 cu yd	4x/week
Recreation Center	103 Hopewell St	6 cu yd	2x/week
Courts Bldg	100 E Broadway	8 cu yd	1x/week
Mallonee Gym	103 N 12 <sup>th</sup> Ave	4 cu yd	2x/week
Merner Field	103 N 12 <sup>th</sup> Ave	4 cu yd	1x/week
Wastewater Plant	231 Hummel Ross Rd	8 cu yd	1x/week
Wastewater Plant	231 Hummel Ross Rd	8 cu yd	2x/week
Beacon Theatre	401 N Main St	8 cu yd	1x/week
City Building	201 W Poythress St	8 cu yd	1x/week
Library St Parking Lot	221 E Broadway	8 cu yd	1x/week

**City of Petersburg:**

<b>Location</b>	<b>Address</b>	<b>Capacity</b>	<b>Collection Frequency</b>
Animal Shelter	1600 Johnson Rd	8 cu yd	1x/week
Fire Dept. Training Ctr	1151 Fort Bross Dr.	4 cu yd	1x/week
Fire Station #3	1320 Farmer St	8 cu yd	1x/week
Fire Station #5	3321 Johnson Rd	8 cu yd	1x/week
PAT Garage	309 Fairgrounds Rd	8 cu yd	2x/week
Petersburg Sports Complex	100 Ballpark Rd	2 – 8 cu yd	1x/week
Main Pumping Station	262 Joseph Jenkins Roberts St	2 cu yd	1x/week
Union Station	109 River St	4 cu yd	1x/week
Public Library	201 W Washington St	8 cu yd	1x/week
Pin Oaks	37 Slagle Ave	8 cu yd	3x/week
Pecan Acres	433 Pecan St	8 cu yd	3x/week
Social Services	3811 Corporate Rd	8 cu yd	2x/week
Poor Creek Pump Station		2 4 cu yd	On -call
Utilities Department	1340 E Washington St	8 cu yd	1x/week



**Town of Ashland:**

<b>Location</b>	<b>Address</b>	<b>Capacity</b>	<b>Collection Frequency</b>
Town Shop	101 Vaughan Road	6 cu yd	1x/week
Carter Park	1112 Maple St	6 cu yd	1x/week (seasonal)

**Roll-Off Collection:**

**City of Hopewell** - The Contractor shall also provide, service and maintain five (5) 30 cu yd Roll-Off Containers at the Hopewell Convenience Center located behind the Public Works building on Station Street. The City may request Roll-Off service at other sites as designated by the City; service may be on a mutually agreed upon schedule or on-call basis, with 24-hour notice.

**City of Colonial Heights** - The Contractor shall provide, service and maintain two (2) 40 cu yd open top containers at the Colonial Heights' Recycling Center, and the Public Works office and other sites as designated by the City; service may be on both a scheduled and on-call basis.

**City of Petersburg** – The Contractor will provide, service and maintain at least eight (8) 40 cu yd open top containers at the site(s) to be determined periodically or permanently for City residents to utilize for self-disposal of trash.